

**AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

This Agreement of Merger (this "Agreement") is entered into on May __, 1995 by and between AOL Acquisition Corp., a California corporation and the wholly-owned subsidiary ("Sub") of America Online, Inc., a Delaware corporation ("AOL"), and Wide Area Information Servers, Inc., a California corporation ("WAIS").

1. Surviving Corporation. Pursuant to Chapter 11 of the California General Corporation Law, Sub will be merged with and into WAIS (the "Merger"), with WAIS to be the surviving corporation of the Merger.

2. Effective Time of the Merger. The Merger will be effective (the "Effective Time") at the time and on the date on which a copy of this Agreement is filed with the Secretary of State of the State of California.

3. Conversion of Shares.

(a) Conversion of Common Stock. Each share of WAIS Common Stock that is issued and outstanding immediately prior to the Effective Time and that does not dissent pursuant to Section 9 hereof, will, by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into _____ fully paid and nonassessable shares of AOL Common Stock, \$0.01 par value per share. Each share of Sub Common Stock that is outstanding immediately prior to the Effective Time will, at the Effective Time, be converted into one share of WAIS Common Stock.

(b) Assumption of Options. The options to purchase WAIS Common Stock ("WAIS Options") that are outstanding (whether or not exercisable)

immediately prior to the Effective Time will, by virtue of the Merger at the Effective Time and without further action on the part of any holder thereof, be assumed by AOL and converted into options to purchase an aggregate of _____ shares of AOL Common Stock ("AOL Options"). The exercise price per share of AOL Common Stock purchasable under each such AOL Option will be equal to the quotient of (i) the exercise price of the WAIS Option (per share of WAIS Common Stock) divided by (ii) _____. Continuous employment with WAIS will be credited to an optionee for the purposes of determining an optionee's vesting commencement date for AOL Options after the Merger. The term, exercisability, vesting schedule and all other terms of the AOL Options (including their status as Incentive Stock Options under Section 422 of the Internal Revenue Code of 1986, as amended) will remain otherwise the same as the corresponding WAIS Options from which they were converted. No vesting or exercisability of any WAIS Options will be accelerated solely as a result of the Merger. Any outstanding options to purchase WAIS Common Stock that are not set forth in Exhibit 1.1.1 to the Plan will be canceled on the closing of the Merger.

(c) Escrow Shares. At the closing of the Merger, AOL will withhold, pro rata, from the shares of AOL Common Stock that would otherwise be delivered to WAIS shareholders, 10% of the shares of AOL Common Stock issued in the Merger. AOL will deposit in escrow, pursuant to a separate Escrow Agreement, certificates representing the shares thus withheld. The shares of AOL Common Stock represented by the certificates deposited in escrow will be held as collateral for the indemnification obligations of the WAIS shareholders under Section 10.2 to the Plan and pursuant to the Escrow Agreement.

(d) Exchange of Share Certificates. As of the Effective Time, all shares of WAIS Common Stock that are outstanding immediately prior thereto that are not dissenting shares will, by virtue of the Merger and without further action, cease to exist and will be converted into the right to receive from AOL shares of AOL Common Stock. Within five business days after the Effective Time, AOL will send a transmittal letter to each holder of WAIS Common Stock instructing them as to the surrender of their WAIS Common Stock to the AOL exchange agent. As soon as practicable after the Effective Time, the WAIS Shareholders will surrender the certificate(s) for such shares (the "WAIS Certificates"), duly endorsed as requested by AOL, to AOL for cancellation. Promptly after the Effective Time and receipt of such WAIS Certificates, AOL will issue to each such tendering holder who does not hold dissenting shares a certificate for that number of shares of AOL Common Stock to which such holder is entitled pursuant to the Plan, subject to Section 3(e) hereof, less the shares of AOL Common Stock deposited in escrow pursuant to Section 3(c) hereof, and distribute any cash payable under Section 3(e) hereof.

(e) Fractional Shares. No fractional shares of AOL Common Stock will be issued in connection with the Merger. In lieu thereof, the holders of WAIS

Stock who would otherwise be entitled to receive a fraction of a share of AOL Common Stock, after aggregating all shares of AOL Common Stock to be received by such holder, will receive from AOL, promptly after the Effective Time, an amount of cash as determined pursuant to the Plan. Holders of WAIS Options that would otherwise be converted into an AOL Option to purchase a fraction of a share of AOL Common Stock, after aggregating all AOL Options to be received by such holder that have the same exercise price per share, will receive from AOL, promptly at the time of any exercise of such AOL Options, an amount of cash as determined pursuant to the Plan.

4. Plan. The parties to this Agreement are also parties to the Agreement and Plan of Reorganization dated as of May __, 1995 (the "Plan"). The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

5. Directors and Officers. At the Effective Time, the Board of Directors and officers of Sub will become the Board of Directors and officers of WAIS.

6. Further Assurances. The parties to the Plan have agreed that if, at any time after the Effective Time, they or any of them consider or are advised that any further deeds, assignments or assurances are reasonably necessary or desirable to effectuate the Merger, at the request of AOL, they and any of their officers shall execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to effectuate the Merger and otherwise to carry out the purpose of the Plan.

7. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of WAIS will be amended by virtue of the Merger, subject to Sections 900 and 907 of Chapter 9 of the California General Corporation Law, to read as set forth in full in Attachment One hereto.

8. Termination. This Agreement may be terminated and the proposed Merger abandoned at any time prior to the Effective Time by (a) mutual written consent of the parties to this Agreement; (b) by AOL or Sub if any of the conditions precedent to AOL's and Sub's obligations set forth in Section 8 of the Plan have not been fulfilled or waived at and as of closing; or (c) by WAIS if any of the conditions precedent to WAIS's obligations set forth in Section 7 of the Plan have not been fulfilled or waived at and as of the closing.

9. Dissenting Shares. Holders of shares of WAIS Common Stock held by persons, if any, who have complied with all requirements for perfecting shareholders' rights of appraisal as set forth in Chapter 13 of the California General Corporation Law will be entitled to their rights under such Chapter with respect to such shares. WAIS Common Stock as to which shareholders' rights of appraisal have not been perfected

within 120 days after the Effective Date of the Merger will be converted into AOL Common Stock as required under Section 3(a) hereof.

10. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Governing Law. The internal laws of the State of California (irrespective of its choice of law principles) will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in any court of competent jurisdiction.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of both parties reflected hereon as signatories.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

AOL ACQUISITION CORP.
a California corporation

By: _____
Name:
Title:

By: _____
Ellen M. Kirsh, Secretary

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
CONTINUED ON NEXT PAGE]**

**WIDE AREA INFORMATION SERVERS, INC.,
a California corporation**

By: _____
Brewster Kahle, President

By: _____
Allen Morgan, Secretary

**SIGNATURE PAGE TO AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

Attachment One

ARTICLES OF INCORPORATION OF WIDE AREA INFORMATION SERVERS, INC.

ARTICLE I

The name of the corporation is Wide Area Information Servers, Inc.

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Unless applicable law otherwise provides, any amendment, repeal or modification of this Article III shall not adversely affect any right of any director under this Article III that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE IV

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, by agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on such excess indemnification set forth in Section 204 of the California Corporations Code. Unless applicable law otherwise provides, any amendment, repeal or modification of any provision of this Article IV shall not adversely affect any contract or other right to indemnification of any agent of the corporation that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE V

The corporation is authorized to issue only one class of shares of stock, which shall be designated "Common Stock" and which shall have no par value. The total number of shares of Common Stock the corporation is authorized to issue is 1,000 shares.

WIDE AREA INFORMATION SERVERS, INC.

**CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

Brewster Kahle and Allen Morgan hereby certify that:

1. They are the President and Secretary, respectively, of Wide Area Information Servers, Inc., a California corporation ("WAIS").
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of WAIS.
3. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the vote of a number of shares of each class of WAIS stock which equaled or exceeded the vote required. WAIS has one class of shares outstanding, Common Stock, which was entitled to vote on the merger. The total number of shares of Common Stock outstanding and entitled to vote on the merger is 7,525,000. The percentage vote required was greater than fifty percent of such class. The percentage vote obtained was 100% of such class.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at _____, California on May __, 1995.

Brewster Kahle, President

Allen Morgan, Secretary

AOL ACQUISITION CORP.

CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION

_____ and Ellen M. Kirsh hereby certify that:

1. They are the _____ and the Secretary, respectively, of AOL Acquisition Corp., a California corporation ("Sub").

2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of Sub.

3. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the vote of a number of shares of each class of Sub stock which equaled or exceeded the vote required. Sub has one class of shares outstanding, Common Stock, which was entitled to vote on the merger. The total number of shares of Common Stock outstanding and entitled to vote on the merger is 1,000. The percentage vote required was greater than fifty percent of such class. The percentage vote obtained was 100% of such class.

4. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of America Online, Inc. ("AOL"), a Delaware corporation and the sole shareholder of Sub. No vote of the stockholders of AOL was required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at _____, _____ on May ___, 1995.

Name:
Title:

Ellen M. Kirsh, Secretary